

CONTRACT PERIOD THROUGH FEBRUARY 28, 2004

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **GRADING, MOVING, PACKING, ETC.: BACKHOE/LOADER
COMBINATION**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 05, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/mm
Attach

Copy to: Clerk of the Board
Jim Hutchinson, Equipment Services
Sharon Tohtsoni, Materials Management

(Please remove Serial 95291 & 95313-E from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **ROAD AND HIGHWAY EQUIPMENT: EARTH HANDLING, GRADING, MOVING, PACKING, ETC.: BACKHOE/LOADER COMBINATION**

Quantity of material and delivery point: Two (2) (or more) each 93 HP and 115 HP BACKHOE/LOADER(S), to be delivered to the Equipment Services Department, 3325 West Durango, Phoenix, Arizona as covered by purchase order only.

1.0 INTENT:

The intent of this Invitation for Bids is to establish a contract for **BACKHOE/LOADER(S), 93 HP, 4 X 4 AND 115 HP, 4 X 4 AND TRADE-IN OR OUTRIGHT SALE OF BACKHOE/LOADER(S)**. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 SPECIFICATIONS, MINIMUM:

2.0.1 GENERAL:

The intent of these specifications is to describe Backhoe/Loaders in sufficient detail to secure bids for comparable equipment. All bids for Backhoe/Loaders shall conform in strength and quality of material and workmanship to what product is usually provided the trade in general. Unit(s) will be used by the Maricopa County Transportation Department in their road construction and maintenance operations.

The scope of the contract encompasses three (3) parts:

- 2.0.1.1 The purchase of two (2) or more each 93 HP and 115 HP Backhoe/Loaders as more clearly defined in these specifications.
- 2.0.1.2 Guaranteed maintenance for six (6) years or 4,500 hours, whichever event occurs first in time, as more fully described elsewhere in these specifications; and
- 2.0.1.3 Guaranteed Residual Value Agreement as more fully described elsewhere in these specifications.

2.0 TECHNICAL SPECIFICATIONS: (Minimum) {FOR 115 HP BACKHOE/LOADER}

NOTE: TECHNICAL SPECIFICATIONS FOR 93 HP BACKHOE/LOADER STARTS AT PARAGRAPH 2.39.

(VENDOR TO STATE COMPLIANCE OR DEVIATION)	
ITEM DESCRIPTION	VENDOR PROPOSAL

2.1 ENGINE:

- 2.1.1 Type - Diesel, Four-cycle, 115 SAE net horsepower minimum at approximately 2200 RPM.
- 2.1.2 Air Cleaner - Two (2) stage dry type with Turbo II pre-cleaner.
- 2.1.3 Cooling - Manufacturer's maximum shall be capable of operating continuously at full capacity with ambient temperature 122+ degrees Fahrenheit. Radiator shall have sufficient space for cleaning without removing the AC condenser.

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.2. ELECTRICAL:	
2.2.1 System Volts - 12	
2.2.2 Alternator Output – Min. 65 amps.	
2.2.3 Batteries – Mfr.’s max. maintenance free type, with capacity to crank engine at 0° F.	
2.3 MALFUNCTION MONITORING SYSTEM:	
2.3.1 Engine Coolant Temperature	
2.3.2 Fuel Gauge	
2.3.3 Transmission Torque Converter Oil Temperature	
2.3.4 Air Cleaner Restriction	
2.3.5 Alternator Voltage	
2.3.6 Engine Oil Pressure	
2.3.7 Hydraulic Oil Filter Restriction	
2.3.8 Park Brake Indicator	
2.3.9 Hour-meter / Tachometer	
2.4. TRANSMISSION:	
2.4.1 Type - Power shift.	
2.4.2 Speeds - Four speeds forward and two in reverse.	
2.4.3 Travel Speed – Min. 20 mph, forward, 16 mph reverse.	
2.5. BRAKES:	
2.5.1 Type – Hydraulic operated wet disc, fully enclosed, maintenance free.	
2.5.2 Parking Brake - Disk type, spring applied hydraulically released.	
2.6. STEERING:	
2.6.1 Type – Power assist.	
2.6.2 Axle Oscillations – Stop to stop, approx. 18°	
2.6.3 Curb Turning Radius – 15’ 7” without using brakes,	
2.6.4 Steering Wheel - Tilt	

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.7 FINAL DRIVES:	
2.7.1 Type - Heavy duty, inboard planetary design.	
2.7.2 Front Axle – Mechanical front wheel drive, electric on /off control, limited slip differential.	
2.7.3 Rear Axle – Differential lock, foot operation preferred.	
2.8 HYDRAULIC SYSTEM:	
2.8.1 Type – Open or closed center, load sensing design.	
2.8.2 Filtration - 10 micron or better, spin-on type filter.	
2.8.3 Relief Pressure – Approx. 3000 PSI.	
2.8.4 Pump;	
2.8.4.1 Type – Radial piston or pre-approved equal.	
2.8.4.2 Capacity – Approx. 53 gpm. @ 2500 psi.	
2.8.5 Auxiliary Tool Capability – Hydraulic lines with quick disconnects shall be run to the end of dipper stick, any and all components necessary to operate attachment shall be installed.	
2.9 TIRES: (Size as specified or pre-approved exception.)	
2.9.1 Front Tires – 15-19.5, 8 PR, tubeless.	
2.9.2 Rear Tires – 21L-28, 14 PR R4, tubeless	
2.9.3 Tire Manufacturer – GOODYEAR, no exceptions.	
2.9.4 Spare - One each, front and rear tire and wheel assembly.	
2.10 CAB:	
2.10.1 ROPS/FOPS - Shall meet all federal safety standards.	
2.10.2 Sound Suppressed - Shall meet all OSHA/MSHA standards.	
2.10.3 Pressurized Cab – Approx. .24-in. Hg.	
2.10.4 Heater/Defroster – Mfr.’s max. with fresh air intake.	

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.10 CAB: (continued)	
2.10.5 Air Conditioning - Manufacturer's maximum with R134A refrigerant.	
2.10.6 Seat - Suspension type fully adjustable with Federally approved seat belt.	
2.10.7 Windows – Tinting, darkest legal per AZ. State law, minimum five year warranty on material and installation.	
2.10.8 Windshield Wipers/Washer - Front and rear.	
2.10.9 Locking Doors - Keyed alike.	
2.10.10 Dome Light - Overhead type.	
2.10.11 Rear View Mirrors:	
2.10.11.1 Interior - Single	
2.10.11.2 Outside – One on each side, large size, heavy-duty design.	
2.10.12 AM/FM Radio – Factory installed.	
2.11 FENDERS:	
Manufacturers standard.	
2.12 LIGHTING:	
2.12.1 Driving/Working - Heavy-duty halogen. Two each front and rear.	
2.12.2 Stop/Tail - Two each rear.	
2.12.3 Turn Signal/Emergency - Two each front and rear.	
2.13 VANDAL PROTECTION:	
Shall be equipped with manufacturers max.	
2.14 LOADER:	
2.14.1 Bucket Type / Capacity - General purpose, heavy-duty design, with bolt on cutting edge.	
2.14.1.1 Capacity – Min, 1.7 yd. heaped	

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.14.1.2 Type - General Purpose bucket, heavy-duty design,	
2.14.2 Breakout Force – Approx. 13,500 lbs.	
2.14.3 Dump Clearance – Approx. 9' 5" at 40 degrees.	
2.14.4 Bucket Dump Angle – Approx. 40 degrees.	
2.14.5 Rollback Angle – Approx. 40 degrees at ground level.	
2.14.6 Reach - Approx. 36.8" at maximum height and 40 degree dump angle.	
2.14.7 Lift Capacity Full Height – Approx. 7257 lb.	
2.14.8 Controls – Single lever.	
2.14.9 Digging Depth Below Ground – Approx. 4" at bucket level.	
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2.15 BACKHOE W/ EXTENDABLE DIPPERSTICK:	
2.15.1 Digging Force – Approx. 12,940 lb. bucket cylinder	
2.15.2 Digging Force – Approx. 9,600 lb. crown cylinder	
2.15.3 Swing Arc – 180 degrees	
2.15.4 Operator Control – Two levers	
2.15.5 Bucket Rollback Positions – 2 to 14 degrees	
2.15.6 Stabilizer Spread – Operating position, approx. 11' 5"	
2.15.7 Leveling Angle – Approx. 13 degrees	
2.15.8 Loading Height – Truck loading position, approx. 15' 3"	
2.15.9 Reach From Center of Swing Point – Approx. 27' 3"	
2.15.10 Digging Depth – Approx. 23' 1"	
2.15.11 Lift Capacity – Approx. 6030 lb. with dipper-stick retracted.	
2.15.12 Bucket – Heavy-duty design with lifting loop, 24" width, 11.1 cu/ft capacity equipped with welded shanks and pin-on teeth	
2.15.13 Wrist Action Bucket Adaptor – WAYNE-ROY, (no exception), heavy-duty design.	

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.15.14 Stabilizer Pads – Heavy duty design, with reversible pads.	
2.16 SAFETY EQUIPMENT:	
2.16.1 Horn - Automotive type, meeting Federal Standards.	
2.16.2 Non-Skid Surfaces - All steps and standing areas.	
2.16.3 Slow Moving Placard - Installed on rear in a highly visible location.	
2.16.4 Backup Alarm – Shall be heavy water proof design, meeting all AZ. State and Federal regulations.	
2.16.5 Beacon Light – WHELEN, S360CAB, installed per manufacturers specifications.	
2.17 PAINT:	
Manufacturer's standard.	
2.18 GENERAL:	
Unit (s) shall be completely services, tested and ready for full operation before delivery. Complete inspection shall be made prior to delivery to ensure compliance with specifications is adhered to. <i>Five (5) keys shall be supplied, each with 1" key rings and identification tags with serial number.</i>	
2.19 WARRANTY:	
2.19.1 Warranty Requirement Criteria - One (1) full year parts and labor including extended SIX (6) YEARS or 4500 HOURS power train warranty. It is understood that if warranty repairs are necessary during the warranty period, the successful bidder will be required to make said repairs F.O.B. machine location within Maricopa County at no charge to the County. In the event of major repairs, dealer has as his option the choice of transporting the machine to the closest service facility for repairs. The above warranty will become effective the first day after 21 consecutive working days of satisfactory service.	
2.19.2 Repair Cost - The cost of repairs, including parts and labor, made during this full warranty period shall not be included in the Guaranteed Maximum Cost of Repairs.	
2.19.3 Warranty Rejection - Maricopa County may avail itself of the bidder's standard warranty if more beneficial to Maricopa County.	

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION

VENDOR PROPOSAL

2.20 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful bidder shall have and maintain a local factory authorized service station within the Phoenix, metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing, and maintaining the equipment. Minimum service hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday.

2.21 DELIVERY:

Delivery is required FOB destination. Bidder to state. The loader(s) are to be delivered ninety (120) days after receipt of purchase order. Unit(s) shall have been completely inspected, serviced, tested and ready for full operation when delivered.

2.22 MANUALS:

Comprehensive operator's manual, one per unit, minimum or three if less than three units are purchased. Maintenance, Electrical, Hydraulics, Drive-ability, Emissions and Component Overhaul manuals or equal information system such as (Subscription to Web Site, CD, or DVD), min. (3) each.

2.23 BASIS OF AWARD:

2.23.1 Cost Summation - Bids are requested on the summation of the cost of the loader, the cost of the 4500 hours or six (6) year Guaranteed Maintenance, and a Guaranteed Residual Value Agreement per machine purchase.

2.23.1.1 Proposal I - The County may accept the low bid for the Back/Loader and exclude both Guaranteed Repurchase; and Guaranteed Maintenance or

2.23.1.2 Proposal II - The County may accept the low bid for the Backhoe/Loader including the 4500 hour or six (6) year Guaranteed Maintenance Program and deducting the Guaranteed Maintenance Program or;

2.23.1.3 Proposal III - The County may accept the low bid for the Backhoe/Loader including the 00 hour or six (6) year Guaranteed Maintenance Program and deducting the Guaranteed Repurchase Agreement price.

2.23.2 Pre-award Performance Test - As more clearly described elsewhere in these specifications, may be used to determine the bid resulting in the lowest ultimate cost to Maricopa County. For the purpose of comparing bids the following will be assumed.

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

ITEM DESCRIPTION	(VENDOR TO STATE COMPLIANCE OR DEVIATION) VENDOR PROPOSAL
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2.23.2.1 Performance Test Consideration - The adjusted total bid price of the Backhoe/Loaders, based on the results of the Pre-Award Performance Tests will be taken into consideration. The bidder shall note that when the terms "adjust" or "adjusted" are used in conjunction with the bidder's total bid price, such terms are meant for use in comparison of bids only, and shall not be interpreted to mean that an actual adjustment to the bidder's total bid price is being made.

2.23.2.2 Wave Or Cancel Performance Test - The Department reserves the right to waive and cancel the pre-award performance test and not adjust the total bid prices, and award to the lowest bidder complying with the Department's specification.

2.23.2.3 Determining Criteria - The combination of any or all of above will be used to determine which is in the best interest of the County.

2.24 GUARANTEED MAINTENANCE:

2.24.1 Successful Bidder - Will be fully responsible for the total cost of repairs, including parts and labor, to the equipment furnished in excess of the Guaranteed Maximum Cost of Repairs as shown on the Bid Proposal Form during the first 4,500 hours of operation as recorded by the engine hour meter, or six (6) years from the date of delivery, whichever occurs first.

2.24.2 Guaranteed Total Cost - In determining whether the cost of repairs has been reached, the cost of warranty repairs made (including parts and labor) shall not be included.

2.24.3 Guaranteed Maximum Cost - In determining the cost of repairs, and in the enforcement of that provision of the agreement, the following rules shall apply:

2.24.3.1 Notice Requirement - In the event that the cost of repairs, including parts and labor, as computed by the County is less than \$1000.00 the County shall have the right to have the repairs made in the County's shop and need not give notice to the successful bidder prior to the repairs being made.

2.24.3.2 Computing Cost - In computing the cost of repairs, all County labor costs will be charged at the County's then prevailing

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

ITEM DESCRIPTION	(VENDOR TO STATE COMPLIANCE OR DEVIATION) VENDOR PROPOSAL
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2.24 GUARANTEED MAINTENANCE: (continued)

rate. The present rate is \$57.00 per hour, and increases are not to exceed 10% per year. Parts shall be charged at actual cost and shall be purchased from the authorized dealer or the original equipment manufacturer, if possible.

2.24.3.3 Cost Estimate - If the cost of repairs, including parts and labor, is in excess of \$1000.00, as estimated by the County,

the County shall submit to the successful bidder the estimated cost of the repairs and a detailed account of the work to be done. The successful bidder shall then review the estimate and a determination will be made as to where and how the work can best be performed.

2.24.3.4 Repair Facility Agreement - Repairs may be made in service shops other than those of the successful bidder and the County; however, the successful bidder and the County must agree to repairs made in other service shops within eight working hours of notification by the County to the bidder, and the service department chosen must be acceptable to both parties. The successful bidder will be notified of the cost of repairs made in service shops other than its own within five (5) days after completion of such repairs.

2.24.3.5 Non Delivery Of Parts - Should delivery of repair parts not be made within five (5) normal working days to the County, a daily charge of \$700.00 shall be added to the cumulative cost of repairs or each working day over five (5) that the part is not delivered. On the bidder's presentation to the County in writing of verifiable information that parts are not available to the dealer from his manufacturer by reason of strike, natural disaster or national emergency, the daily charge shall not be made. The successful bidder may avoid the penalty for non-delivery of parts by making available to Maricopa County, at no cost, a unit of similar size and capacity until Maricopa County's equipment is restored to service.

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION

VENDOR PROPOSAL

2.24 GUARANTEED MAINTENANCE: (continued)

2.24.3.6 Record Access - The successful bidder shall have the right to examine repair cost records at any reasonable time. The County will maintain records reflecting pertinent repair cost information. The forms and means utilized by the County in providing this information are not material so long as substantially similar information is available.

2.24.3.7 Parts Pricing - The successful bidder agrees that any repair parts sold to Maricopa County in support of this equipment will not exceed the manufacturer's published list prices.

2.24.4 Components Covered - The successful bidder will be fully responsible for the total cost of repairs to the Backhoe/Loader in excess of the Guaranteed Maximum Cost of Repairs, including parts and labor, as follows:

2.24.4.1 Engine: Engine block and all internal and external components including air compressor, fuel, charging, cranking, exhaust, air intake and cooling systems, radiator, fan and pulleys, but excluding batteries, filters, fan belts, hoses, anti-freeze and engine oil.

2.24.4.2 Transmission: Complete power shift transmission and torque converter and all internal parts, including linkage and external lines, but excluding oil and filters.

2.24.4.3 Final drive: Complete planetary drive, excluding oil.

2.24.4.4 Steering: All hydraulic components, linkage and pins, excluding hydraulic hoses, oil and filters.

2.24.4.5 Brakes: Complete braking system, components, tank(s) and lines.

2.24.4.6 Suspension: Complete suspension system.

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION

VENDOR PROPOSAL

2.24 GUARANTEED MAINTENANCE: (continued)

2.24.4.7 Hydraulic System: All hydraulic pumps, valves, controls and steel lines to all attachments and drives, excluding hydraulic hoses, oil and filters.

2.24.4.8 Loader: Loader tower, lift arms, cross tube, all lift cylinders and linkages, and bearings.

2.24.4.9 Backhoe: Pivot Frame assy., dipper-stick, linkage, hydraulic cylinders, and bearings.

2.24.4.10 Buckets: Complete buckets and attachments, including hydraulic cylinders, excluding cutting edges, end bits and teeth.

2.24.4.11 Tires and Wheels : Excluded.

2.24.4.12 Cab: Complete cab assembly, excluding glass and hardware.

2.24.4.13 Instruments and Gauges: All instruments, gauges, wiring and safety devices.

2.24.4.14 Air Conditioning: Complete air conditioning system, excluding refrigerant.

2.24.4.15 Main Frame: Complete mainframe assemblies.

2.25 GUARANTEED RESIDUAL VALUE:

2.25.1 Guaranteed Residual Value Price - The bidder shall guarantee a residual value price (trade-in allowance or a minimum bid at a public auction) at the expiration of 4500 hours or six (6) years, whichever occurs first, and include this figure on the attached proposal forms. Guaranteed residual value price as used in this specification is defined as:

2.25.1.1 Guaranteed Trade-in Value - Should the County decide to purchase new equipment in a future bid call.

2.25.1.2 Minimum Bid - Shall be made by the bidder at public auction in the event the County elects to auction the machine.

2.25.1.3 Time Frame - The bid or public auction shall be held within ninety days after the expiration of the contract term of 4500 hours or six (6) years, whichever occurs first.

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
	<p>2.25.1.4 Reserved Right - The County reserves the right to retain the subject Loader and to waive the guaranteed residual value provisions.</p> <p>2.25.2 Total Loss Clause - In the event equipment subject to the Guaranteed Residual Value Agreement, while in possession of the County, is either totally destroyed or partially damaged to the extent that the equipment is beyond repair and is considered a total loss because the cost of restitution or repair exceeds the guaranteed residual value price, then the bidder is released from his obligation relating to guaranteed residual value.</p>
<p>2.26 OBLIGATION OF THE COUNTY:</p>	<p>2.26.1 Equipment Operation - Equipment purchased will be operated by County personnel and will be used in County maintenance operations and other purposes for which the equipment is designed.</p> <p>2.26.2 Assume Responsibility - The County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, acts of nature, or neglect or abuse directly caused by County's personnel. Total repairs under such circumstances will not be included in computing the Guaranteed Total Cost of Repairs.</p> <p>2.26.3 Assume Cost - The County will assume at its expense all costs of fuel, filters, belts, lubricants, and the application thereof, antifreeze, cutting edges, batteries, lights, glass breakage, tires, cleaning and repainting, and other items normally consumed in day-to-day operation.</p> <p>2.26.4 Maintain Equipment - The County will maintain equipment in accordance with manufacturer's recommendations provided, however, the County reserves the right to use the same fuels, lubricants, and oils that it uses in other similar equipment. The County will have available a record of all maintenance performed. The bidder has the right to inspect equipment at any reasonable time and to make recommendations for repairs, improved maintenance, etc., which the County will follow to the best of its ability.</p>
<p>2.27 ACCEPTANCE OF EQUIPMENT:</p>	<p>Final acceptance will be effected immediately upon demonstration by the bidder to the County's satisfaction that the equipment purchased fully complies with specification and is capable of performing the functions for which it is designed. The County reserves the right to require actual field demonstration of the equipment purchased of up to 120 operating hours before final acceptance.</p>

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.28 CURRENT PRODUCTION MODELS:	<p>Maricopa County will accept bids only on new, current production models.</p>
2.29 RIGHT OF REJECTION:	<p>The Materials Management Department Director reserves the right to reject any bid that is unbalanced, unrealistic, or where disproportionate component costs of equipment, guaranteed maintenance, and guaranteed residual value are proposed.</p>
2.30 LITERATURE:	<p>Technical and descriptive literature must accompany bid proposals.</p>
2.31 VENDOR'S PROPOSAL:	<p>Bidders are to complete the Vendor's Proposal Column of the Technical Specifications and return TWO COPIES with their pricing. Failure to provide this information may result in their proposal being rejected.</p>
2.32 OPTIONS/PRICING:	<p>All options listed in this bid call will be at the discretion of Maricopa County. Maricopa County may either accept or reject such options. Vendors shall submit pricing on all options listed on the pricing page.</p>
2.33 EVALUATION CRITERIA:	<p>The evaluation of proposal will be based on but not limited to the following:</p> <ul style="list-style-type: none"> 2.33.1 Conformance to specifications 2.33.2 Price 2.33.3 Delivery 2.33.4 Warranty 2.33.5 Time value of money analysis by the following methods: <ul style="list-style-type: none"> 2.33.5.1 Guaranteed Maintenance - Will be evaluated by using the present value of an annuity at 8% compound interest. 2.33.5.2 Guaranteed Residual Value - Will be evaluated by using the future value of money analysis at 8% compound interest.

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION

VENDOR PROPOSAL

2.34 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.35 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.36 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

2.36.1 One (1) original and one (1) copy of all submissions is MANDATORY

2.36.2 Vendor proposal column/section, MANDATORY

2.36.3 Pricing pages, MANDATORY

2.36.4 Literature, Technical and Descriptive, MANDATORY

2.36.5 Vendor Information, MANDATORY

2.36.6 Agreement page, MANDATORY

2.36.7 References, MANDATORY

2.37 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.38 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
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date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Consultant, in writing, of this new information.

2.39 ENGINE:

- 2.39.1 Type - Diesel, Four cycle, 93 SAE net horsepower minimum at approximately 2200 RPM.
- 2.39.2 Air Cleaner – Mfr.’s max. Two (2) stage, dry type with radial seal.
- 2.39.3 Cooling - Manufacturer's maximum shall be capable of operating continuously at full capacity with ambient temperature 122+ degrees Fahrenheit. Radiator shall have sufficient space for cleaning without removing the AC condenser.

2.40 ELECTRICAL:

- 2.40.1 System Volts - 12
- 2.40.2 Alternator Output – Min. 65 amps.
- 2.40.3 Batteries – Mfr.’s max, maintenance free type, with capacity to crank engine at 0° F.

2.41 MALFUNCTION MONITORING SYSTEM:

- 2.41.1 Engine Coolant Temperature
- 2.41.2 Fuel Gauge
- 2.41.3 Transmission Torque Converter Oil Temperature
- 2.41.4 Air Cleaner Restriction
- 2.41.5 Alternator Voltage
- 2.41.6 Engine Oil Pressure
- 2.41.7 Hydraulic Oil Filter Restriction
- 2.41.8 Park Brake Indicator
- 2.41.9 Hour-meter / Tachometer

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.42 TRANSMISSION:	
2.42.1 Type - Power shuttle	
2.42.2 Speeds - Four (4) speeds forward and reverse.	
2.42.3 Travel Speed – Approx. 20 mph, forward and reverse.	
2.43 BRAKES:	
2.43.1 Type – Hydraulic operated wet disc, fully enclosed, maintenance free.	
2.43.2 Parking Brake - Mfr.'s max.	
2.44 STEERING:	
2.44.1 Type – Power assist, shall meet ISO 5010 regulation.	
2.44.2 Axle Oscillations – Stop to stop, approx. 11°	
2.44.3 Curb Turning Radius – 27' without using brakes,	
2.44.4 Steering Wheel - Tilt	
2.45 FINAL DRIVES:	
2.45.1 Type - Heavy duty, inboard planetary design.	
2.45.2 Front Axle – Mechanical front wheel drive, electric on /off control, limited slip differential.	
2.45.3 Rear Axle – Differential lock, foot operation preferred.	
2.46 HYDRAULIC SYSTEM:	
2.46.1 Type – Open or closed center, load sensing design.	
2.46.2 Filtration - 10 micron or better, spin-on type filter.	
2.46.3 Relief Pressure – Approx. 3000 PSI.	
2.46.4 Pump;	
2.46.4.1 Type – Radial piston or pre-approved equal.	
2.46.4.2 Capacity – Min. 42 gpm. @ 3000 psi.	
2.46.5 Auxiliary Tool Capability – Hydraulic lines with quick disconnects shall be run to the end of dipper stick, any and all components necessary to operate attachment shall be installed.	

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.47 TIRES: (Size as specified or pre-approved size.)	
2.47.1 Front Tires – 340/80XR18, tubeless radial.	
2.47.2 Rear Tires – 21L x 24, 10 PR R4, tubeless	
2.47.3 Tire Manufacturer – GOODYEAR, no exceptions.	
2.47.4 Spare - One each, front and rear tire and wheel assembly.	
2.48 CAB:	
2.48.1 ROPS/FOPS - Shall meet all federal safety standards.	
2.48.2 Sound Suppressed - Shall meet all OSHA/MSHA standards.	
2.48.3 Pressurized Cab – Approx. .24-in. Hg.	
2.48.4 Heater/Defroster – Mfr.’s max. with fresh air intake.	
2.48.5 Air Conditioning - Manufacturer's maximum with R134A refrigerant.	
2.48.6 Seat - Suspension type fully adjustable with Federally approved seat belt.	
2.48.7 Windows – Tinting, darkest legal per AZ. State law, minimum five year warranty on material and installation.	
2.48.8 Windshield Wipers/Washer - Front and rear.	
2.48.9 Locking Doors - Keyed alike.	
2.48.10 Dome Light - Overhead type.	
2.48.11 Rear View Mirrors:	
2.48.11.1 Interior – Single	
2.48.11.2 Outside – One on each side, large size, heavy duty design.	
2.48.12 AM/FM Radio – Factory installed.	
2.49 FENDERS:	
Manufacturers standard.	

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
2.50 LIGHTING:	
2.50.1 Driving/Working - Heavy duty halogen. Two each front and rear.	
2.50.2 Stop/Tail - Two each rear.	
2.50.3 Turn Signal/Emergency - Two each front and rear.	
2.51 VANDAL PROTECTION:	
Shall be equipped with manufacturers max.	
2.52 LOADER/TOOL-CARRIER: (Integrated or converted system acceptable.)	
2.52.1 Loader Type – Loader shall be equipped with a quick coupler system including all hydraulics and controls necessary for operating a full line of tools such as broom, 4-N-1 bucket, loader forks, and etc. Shall be designed such that most tools can be changed in less than 30 seconds without leaving the operators seat.	
2.52.1.1 Bucket Capacity – Min, 1.50 yd. heaped	
2.52.1.2 Bucket Type - General Purpose bucket, heavy duty design, with bolt on cutting edge.	
2.52.2 Breakout Force – Approx. 10,600 lbs.	
2.52.3 Dump Clearance – Min. 96” at max. dump angle	
2.52.4 Bucket Dump Angle – Approx. 43 degrees at full height.	
2.52.5 Rollback Angle – Approx. 40 degrees at ground level.	
2.52.6 Reach - Approx. 33" at maximum height and 40 degree dump angle.	
2.52.7 Lift Capacity Full Height – Approx. 6,829 lb.	
2.52.8 Controls – Single lever preferred.	
2.52.9 Digging Depth Below Ground – Approx. 7” at bucket level.	
2.53 BACKHOE W/ EXTENDABLE DIPPERSTICK:	
2.53.1 Bucket Digging Force – Approx. 14,600 lb.	
2.53.2 Stick Digging Force Extended – Approx. 6,430 lb.	
2.53.3 Swing Arc – 180 degrees	

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
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|---------|---|
| 2.53 | BACKHOE W/ EXTENDABLE DIPPERSTICK: (continued) |
| 2.53.4 | Operator Control – Two levers |
| 2.53.5 | Bucket Rotation – Approx. 200 degrees |
| 2.53.6 | Stabilizer Spread – Operating position, center of pad, approx. 10' 7" |
| 2.53.7 | Leveling Angle – Approx. 12 degrees |
| 2.53.8 | Loading Height – Truck loading position, min. 13' 9" |
| 2.53.9 | Reach From Center of Swing Point Extended Stick – Approx. 24' |
| 2.53.10 | Digging Depth Extended Stick – With 24" flat bottom, min. 19' |
| 2.53.11 | Lift Capacity – Min. 2000 lb. with dipper-stick extended, any position. |
| 2.53.12 | Bucket – Heavy duty design with lifting eye, welded shanks and pin-on teeth, 24" width, approx. 6.2 cu/ft capacity. |
| 2.53.13 | Swinger Coupler – WAYNE-ROY, (no exception), <i>equipped with quick coupler</i> , heavy duty design. |
| 2.53.14 | Stabilizer Pads – Heavy duty design, with reversible pads. |
| 2.53.15 | Hydraulic System – Fully functional system with all controls for operating a full line of tools such as hydraulic hammer, hydraulic driven auger and etc. |

- | | |
|--------|--|
| 2.54 | SAFETY EQUIPMENT: |
| 2.54.1 | Horn - Automotive type, meeting Federal Standards. |
| 2.54.2 | Non-Skid Surfaces - All steps and standing areas. |
| 2.54.3 | Slow Moving Placard - Installed on rear in a highly visible location. |
| 2.54.4 | Backup Alarm – Shall be heavy water proof design, meeting all AZ. State and Federal regulations. |
| 2.54.5 | Beacon Light – WHELEN, S360DAP, installed per manufacturers specifications. |
| 2.55 | PAINT: |
| | Manufacturer's standard. |

2.0 TECHNICAL SPECIFICATIONS: (Minimum)

(VENDOR TO STATE COMPLIANCE OR DEVIATION)

ITEM DESCRIPTION	VENDOR PROPOSAL
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2.56 GENERAL:

Unit (s) shall be completely services, tested and ready for full operation before delivery. Complete inspection shall be made prior to delivery to ensure compliance with specifications are adhered to. *Five (5) keys shall be supplied, each with 1" key rings and identification tags with serial number.*

2.57 WARRANTY:

2.57.1 One (1) full year parts and labor including extended SIX (6) YEARS or 4500 HOURS power train warranty. It is understood that if warranty repairs are necessary during the warranty period, the successful bidder will be required to make said repairs F.O.B. machine location within Maricopa County at no charge to the County. In the event of major repairs, dealer has as his option the choice of transporting the machine to the closest service facility for repairs. The above warranty will become effective the first day after 21 consecutive working days of satisfactory service.

2.57.2 Cost of repairs, including parts and labor, made during this full warranty period shall not be included in the Guaranteed Maximum Cost of Repairs.

2.57.3 Maricopa County may avail itself of the bidder's standard warranty if more beneficial to Maricopa County.

2.58 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful bidder shall have and maintain a local factory authorized service station within the Phoenix, metropolitan area. The station shall be capable of supplying and installing component parts, and trouble shooting, repairing, and maintaining the equipment. Minimum service hours shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday.

2.59 MANUALS:

Comprehensive operator's manual, one per unit, minimum or three if less than three units are purchased. Maintenance, Electrical, Hydraulics, Drive-ability, Emissions and Component Overhaul manuals or equal information system such as (Subscription to Web Site, CD, or DVD), min. three (3) each.

2.60 BASIS OF AWARD:

2.60.1 Bids are requested on the summation of the cost of the loader, the cost of the 4500 hours or six (6) year Guaranteed Maintenance, and a Guaranteed Repurchase Agreement per machine purchase.

2.60.2 The County may accept Proposal I, the low bid for the Back/Loader and exclude both Guaranteed Repurchase; and Guaranteed Maintenance or

2.60.3 The County may accept Proposal II, the low bid for the Backhoe/Loader including the 4500 hour or six (6) year Guaranteed Maintenance Program and deducting the Guaranteed Maintenance Program or;

2.60.4 The County may accept Proposal III, the low bid for the Backhoe/Loader including the 4500 hour or six (6) year Guaranteed Maintenance Program and deducting the Guaranteed Repurchase Agreement price.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM: (continued)

- 2.60.5 A pre-award performance test, as more clearly described elsewhere in these specifications, may be used to determine the bid resulting in the lowest ultimate cost to Maricopa County. For the purpose of comparing bids the following will be assumed.
- 2.60.6 That the adjusted total bid price of the Backhoe/Loaders, based on the results of the Pre-Award Performance Tests will be taken into consideration. The bidder shall note that when the terms “adjust” or “adjusted” are used in conjunction with the bidder’s total bid price, such terms are meant for use in comparison of bids only, and shall not be interpreted to mean that an actual adjustment to the bidder’s total bid price is being made.
- 2.60.7 The Department reserves the right to waive and cancel the pre-award performance test and not adjust the total bid prices, and award to the lowest bidder complying with the Department’s specification.
 - 2.60.7.1 The combination of any or all of above will be used to determine which is in the best interest of the County.

2.61 GUARANTEED MAINTENANCE:

- 2.61.1 The successful bidder will be fully responsible for the total cost of repairs, including parts and labor, to the equipment furnished in excess of the Guaranteed Maximum Cost of Repairs as shown on the Bid Proposal Form during the first 4,500 hours of operation as recorded by the engine hour meter, or six (6) years from the date of delivery, whichever occurs first.
- 2.61.2 In determining whether the guaranteed total cost of repairs has been reached, the cost of warranty repairs made (including parts and labor) shall not be included.
- 2.61.3 In determining the Guaranteed Maximum Cost of repairs, and in the enforcement of that provision of the agreement, the following rules shall apply:
 - 2.61.3.1 In the event that the cost of repairs, including parts and labor, as computed by the County is less than \$1000.00 the County shall have the right to have the repairs made in the County's shop and need not give notice to the successful bidder prior to the repairs being made.
 - 2.61.3.2 In computing the cost of repairs, all County labor costs will be charged at the County's then prevailing rate. The present rate is \$57.00 per hour, and increases are not to exceed 10% per year. Parts shall be charged at actual cost and shall be purchased from the authorized dealer or the original equipment manufacturer, if possible.
 - 2.61.3.3 If the cost of repairs, including parts and labor, is in excess of \$1000.00, as estimated by the County, the County shall submit it to the successful bidder the estimated cost of the repairs and a detailed account of the work to be done. The successful bidder shall then review the estimate and a determination will be made as to where and how the work can best be performed.
 - 2.61.3.4 Repairs may be made in service shops other than those of the successful bidder and the County; however, the successful bidder and the County must agree to repairs made in other service shops within eight working hours of notification by the County to the bidder, and the service department chosen must be acceptable to both parties. The successful bidder will be notified of the cost of repairs made in service shops other than its own within five (5) days after completion of such repairs.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM: (continued)

- 2.61.3.5 Should delivery of repair parts not be made within five (5) normal working days to the County, a daily charge of \$700.00 shall be added to the cumulative cost of repairs or each working day over five (5) that the part is not delivered. On the bidder's presentation to the County in writing of verifiable information that parts are not available to the dealer from his manufacturer by reason of strike, natural disaster or national emergency, the daily charge shall not be made.
- 2.61.3.6 Successful bidder may avoid the penalty for non-delivery of parts by making available to Maricopa County, at no cost, a unit of similar size and capacity until Maricopa County's equipment is restored to service.
- 2.61.3.7 Successful bidder shall have the right to examine repair cost records at any reasonable time. The County will maintain records reflecting pertinent repair cost information. The forms and means utilized by the County in providing this information are not material so long as substantially similar information is available.
- 2.61.3.8 Successful bidder agrees that any repair parts sold to Maricopa County in support of this equipment will not exceed the manufacturer's published list prices.
- 2.61.4 Successful bidder will be fully responsible for the total cost of repairs to the Backhoe/Loader in excess of the Guaranteed Maximum Cost of Repairs, including parts and labor, as follows:
 - 2.61.4.1 Engine: Engine block and all internal and external components including air compressor, fuel, charging, cranking, exhaust, air intake and cooling systems, radiator, fan and pulleys, but excluding batteries, filters, fan belts, hoses, anti-freeze and engine oil.
 - 2.61.4.2 Transmission: Complete power shift transmission and torque converter and all internal parts, including linkage and external lines, but excluding oil and filters.
 - 2.61.4.3 Final drive: Complete planetary drive, excluding oil.
 - 2.61.4.4 Steering: All hydraulic components, linkage and pins, excluding hydraulic hoses, oil and filters.
 - 2.61.4.5 Brakes: Complete braking system, components, tank(s) and lines.
 - 2.61.4.6 Suspension: Complete suspension system.
 - 2.61.4.7 Hydraulic System: All hydraulic pumps, valves, controls and steel lines to all attachments and drives, excluding hydraulic hoses, oil and filters.
 - 2.61.4.8 Loader: Loader tower, lift arms, cross tube, all lift cylinders and linkages, and bearings.
 - 2.61.4.9 Backhoe: Pivot Frame assy., dipper-stick, linkage, hydraulic cylinders, and bearings.
 - 2.61.4.10 Buckets: Complete buckets and attachments, including hydraulic cylinders, excluding cutting edges, end bits and teeth.
 - 2.61.4.11 Tires and Wheels: Excluded.
 - 2.61.4.12 Cab: Complete cab assembly, excluding glass and hardware.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM: (continued)

2.61.4.13 Instruments and Gauges : All instruments, gauges, wiring and safety devices.

2.61.4.14 Air Conditioning: Complete air conditioning system, excluding refrigerant.

2.61.4.15 Main Frame : Complete main frame assemblies.

2.62 GUARANTEED RESIDUAL VALUE:

2.62.1 The bidder shall guarantee a residual value price (trade-in allowance or a minimum bid at a public auction) at the expiration of 4500 hours or six (6) years, whichever occurs first, and include this figure on the attached proposal forms. Guaranteed residual value price as used in this specification is defined as:

2.62.1.1 A guaranteed trade-in value should the County decide to purchase new equipment in a future bid call.

2.62.1.2 A minimum bid to be made by the bidder at public auction in the event the County elects to auction the machine.

2.62.1.3 The bid or public auction shall be held within ninety (90) days after the expiration of the contract term of 4500 hours or six (6) years, whichever occurs first.

2.62.1.4 The County reserves the right to retain the subject Loader and to waive the guaranteed residual value provisions.

2.62.2 In the event equipment subject to the Guaranteed Residual Value Agreement, while in possession of the County, is either totally destroyed or partially damaged to the extent that the equipment is beyond repair and is considered a total loss because the cost of restitution or repair exceeds the guaranteed residual value price, then the bidder is released from his obligation relating to guaranteed residual value.

2.63 OBLIGATION OF THE COUNTY:

2.63.1 The equipment purchased will be operated by County personnel in County maintenance operations and other purposes for which the equipment is designed.

2.63.2 The County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, acts of nature, or neglect or abuse directly caused by County's personnel. Total repairs under such circumstances will not be included in computing the Guaranteed Total Cost of Repairs.

2.63.3 The County will assume at its expense all costs of fuel, filters, belts, lubricants, and the application thereof, antifreeze, cutting edges, batteries, lights, glass breakage, tires, cleaning and repainting, and other items normally consumed in day-to-day operation.

2.63.4 The County will maintain equipment in accordance with manufacturer's recommendations provided, however, the County reserves the right to use the same fuels, lubricants, and oils that it uses in other similar equipment. The County will have available a record of all maintenance performed. The bidder has the right to inspect equipment at any reasonable time and to make recommendations for repairs, improved maintenance, etc., which the County will follow to the best of its ability.

2.64 ACCEPTANCE OF EQUIPMENT:

Final acceptance will be effected immediately upon demonstration by the bidder to the County's satisfaction that the equipment purchased fully complies with specification and is capable of performing the functions for which it is designed. The County reserves the right to require actual field demonstration of the equipment purchased of up to 120 operating hours before final acceptance.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM: (continued)

2.65 RIGHT OF REJECTION:

The Materials Management Department Director reserves the right to reject any bid that is unbalanced, unrealistic, or where disproportionate component costs of equipment, guaranteed maintenance, and guaranteed residual value are proposed.

2.66 EVALUATION CRITERIA:

The evaluation of proposal will be based on but not limited to the following:

1. Conformance to specifications.
2. Price.
3. Delivery.
4. Warranty.
5. Time value of money analysis by the following methods:
 - a. Guaranteed Maintenance will be evaluated by using the present value of an annuity at 8% compound interest.
 - b. Guaranteed Residual Value will be evaluated by using the future value of money analysis at 8% compound interest.

2.67 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.68 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.69 STOCK:

The Contractor shall be expected to stock locally sufficient quantities of repair parts as may be necessary to meet the County's needs.

2.70 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.

2.71 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.72 TRADE-INS:

Contractors are requested to submit prices on trade-in(s). Whether Materials will actually be traded is at the option of Maricopa County.

2.0 TECHNICAL SPECIFICATIONS, MINIMUM: (continued)

2.73 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.74 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.75 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two sets of catalogs/pricing documents shall accompany any additional pricing offered.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one-time purchase.

3.2 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

3.3 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.4 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;

- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.5 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

3.6 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 3.6.1 Documentation from the manufacturer that the product of model has been discontinued.
- 3.6.2 Documentation that names the replacement product or model.
- 3.6.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 3.6.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.6.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.7 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.8 INDEMNIFICATION AND INSURANCE:

3.8.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.8.2 INSURANCE REQUIREMENTS.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.8.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.8.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.8.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.8.3 CERTIFICATES OF INSURANCE.

3.8.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.8.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.8.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.8.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.9 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bond, which shall become binding upon the award of the contract to the Contractor.

- (A) **A Performance Bond in the total amount of the bid value**, conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

Such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Sach bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.10 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.11 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.12 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677
(jhutchinson@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 **VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 **RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

EMPIRE MACHINERY, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210-6099

PRICING SHEET C380503/B0700031

NIGP CODE 76004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP

WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ 0 % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Manufacturer: Caterpillar

Manufacturer's Model: 430D

Delivery (days ARO): 120 Days or less

Cut off date for ordering equipment (including options) offered on this contract, "REQUIRED":

F.O.B. DESTINATION: ☒ Yes ☐ No

In addition to this invitation for bids (IFB), a blanket discount is required for parts and service that are not covered by warranty, for the life of the contract (no less than 120 days) at manufacturers list cost less see note %

Date of catalog see note and labor rate see note .

Note: Caterpillar does not publish a parts catalog. Maricopa County receives the following discount on arts from Empire Machinery:

Motor Grader cutting edges: 50% off

Other ground engaging tools (G.E.T): 10% off

Caterpillar Filters: 10% Off

Abrasion Resistant G.E.T: 20% off

Labor at Empire's prevailing rates

1. PROPOSAL # I:	UNIT PRICE FOR ONE
1.1 PRICE OF (1) NEW LOADER/BACKHOE -	<u>\$ 94,120.00 /EACH</u>
2. PROPOSAL # II:	
2.1 PRICE OF (1) NEW LOADER/BACKHOE -	<u>\$ 94,120.00 /EACH</u>
2.2 ADD GUARANTEED MAINTENANCE COST -	<u>\$ 3,000.00 /EACH</u>
2.3 TOTAL BID FOR COMPARSION PURPOSE -	<u>\$ 97,120.00 /EACH</u>

EMPIRE MACHINERY, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210-6099

3. PROPOSAL # III:

3.1 Price Of (1) New Loader/Backhoe	\$ 94,120.00 /EACH
3.2 ADD GUARANTEED MAINTENANCE COST -	\$ 3,000.00 /EACH
3.3 DEDUCT GUARANTEED RESIDUAL VALUE -	\$ 32,000.00 /EACH
3.4 TOTA L FOR BID COMPARISON PURPOSE -	\$ 65,120.00 /EACH
4. VENDOR TO STATE MANUFACTURER'S PUBLISHED LIST PRICE AS DESCRIBED IN THESE SPECIFICATIONS:	\$ 125,612.00 /EACH
5. TRADE-IN: (MINIUMUM OFFER \$30,000.00)	
5.1 UNIT # 462, 1997 CAT. 426C LOADER/BACKHOE, SERIAL # 6XN00314, (4,000 HRS. OR LESS)	\$ 30,000.00/
5.2 UNIT # 475, 1997 CAT. 426C LOADER/BACKHOE, SERIAL # 6XN00313, (4,000 HRS. OR LESS)	\$ 30,000.00/
5.3 UNIT # 480, 1997 CAT. 426C LOADER/BACKHOE, SERIAL # 6XN00315, (4,000 HRS. OR LESS)	\$ 30,000.00/
5.4 UNIT # 484, 1997 CAT. 426C LOADER/BACKHOE, SERIAL # 6XN00240, (4,000 HRS. OR LESS)	\$ 30,000.00/
6. OUTRIGHT PURCHASE: (MINIMUM OFFER \$30,000.00)	
6.1 UNIT # 462, 1997 CAT. 426C LOADER/BACKHOE, SERIAL # 6XN00314, (4,000 HRS. OR LESS)	\$ 30,000.00/
6.2 UNIT # 475, 1997 CAT. 426C LOADER/BACKHOE, SERIAL # 6XN00313, (4,000 HRS. OR LESS)	\$ 30,000.00/
6.3 UNIT # 480, 1997 CAT. 426C LOADER/BACKHOE, SERIAL # 6XN00315, (4,000 HRS. OR LESS)	\$ 30,000.00/
6.4 UNIT # 484, 1997 CAT. 426C LOADER/BACKHOE, SERIAL # 6XN00240, (4,000 HRS. OR LESS)	\$ 30,000.00/
7. AM/FM RADIO	\$ 400.00 /EACH (included in bid price)
8. TWO WHEEL DRIVE (COST DIFFERENCE)	\$ < 4,889.00 > /EACH
9. RIDE CONTROL SYSTEM	\$ 1,093.00 /EACH
10. PALLET FORK ATTACHMENT - Operating load, tip limited approx. 4454 lb., operating load hydraulically limited approx. 5072 lb. Tine length min. 46", width 5", thickness 2". All necessary components not specified in the main bid, to make a fully operational unit shall be included.	\$ 1,724.00 /EACH
11. HYDRAULIC DRIVEN ROTARY BROOM ATTACHMENT - Overall width approx. 106", operating width approx. 98.4", opetating width at 30° angle left of right approx. 86.6", broom diameter approx. 27.5", operating weight approx. 858 lb. All necessary components not specified in the main bid, to make a fully operational unit shall be included.	\$ 8,625.00 /EACH

EMPIRE MACHINERY, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210-6099

12. MULTI-PURPOSE, FOUR-IN-ONE FRONT BUCKET ATTACHMENT, MIN. 1.25 YD.
\$ 3,631.00 /EACH
13. MULTI-PURPOSE, FOUR-IN-ONE BUCKET ATTACHMENT WITH FOLD OVER FORKS -
Min. Bucket capacity 1.25 YD. Fork tines shall be min. 42" long, 3.5" wide,
1.6" thick.
\$ 4,831.00 /EACH
14. HYDRAULIC DRIVEN HAMMER (REAR ATTACHMENT) - Recommended carrier weight
15,400 to 26,400, working weight approx. 1056, impact frequency 1300 per min., certified
CIMA tool energy 542 J/ft-lb, operating pressure approx. 1885, tool dia min 3". All necessary
components not specified in the main bid, to make a fully operational unit shall be included.
\$ 20,250.00 /EACH (NPK E-205)
- 14.1 Chisel Tool \$ 580.00 /EACH
- 14.2 Moil Tool \$ 580.00 /EACH
- 14.3 Spade Tool \$ 975.00 /EACH
- 14.4 Compacting Plate Tool \$ 1,775.00 /EACH
15. BRUSH RAKE ATTACHMENT - High back design, width shall be approx. 82", tooth
spacing approx. 12.5", number of tines approx. 7, weight approx. 1125 lb.
\$ 3,220.00 /EACH
16. BACKHOE BUCKET:
- 16.1 12" HEAVY DUTY, APPROX. 1.2 CU/FT \$ 645.00 /EACH
- 16.2 16" HEAVY DUTY, APPROX. 3.7 CU/FT \$ 685.00 /EACH
- 16.3 30" HEAVY DUTY, APPROX. 8.2 CU/FT \$ 890.00 /EACH
- 16.4 48" DITCH CLEANING BUCKET \$ 1,185.00 /EACH
17. MATERIAL HANDLING ARM: Caterpillar, or approved equal. \$ 2,364.00 /EACH

**PLEASE SEE HARD COPY FOR ADDITIONAL PRICING PAGE

EMPIRE MACHINERY, 1725 S COUNTRY CLUB DRIVE, MESA, AZ 85210-6099

Terms:	NET 30
Federal Tax ID Number:	86-0894087
Vendor Number:	860894087 C
Telephone Number:	480/898-4400
Fax Number:	480/898-4489
Contact Person:	Debbie Gibson (480/633-4503)
E-mail Address:	dgibson@empire-cat.com
Company Web Site:	www.empire-cat.com
Certificates of Insurance	Required
Performance Bond Required	\$188,240.00
Contract Period:	To cover the period ending February 28, 2004.

RDO EQUIPMENT COMPANY, 2649 N 29TH AVENUE, PHOENIX, AZ 85009

PRICING SHEET C380503/B0700031

NIGP CODE 76004

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☒ YES ☐ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Two (2) or more **BACKHOE / LOADER, 115 HP, 4X4 AND TRADE-IN OR OUTRIGHT SALE OF BACKHOE / LOADER (S)** in accordance with attached specifications:

Manufacturer: John Deere

Manufacturer's Model: 710-G

Delivery (days ARO): 90 to 120 Days

Cut off date for ordering equipment (including options) offered on this contract, "REQUIRED": None Known

F.O.B. DESTINATION: ☒ Yes ☐ No

In addition to this invitation for bids (IFB), a blanket discount is required for parts and service that are not covered by warranty, for the life of the contract (no less than 120 days) at manufacturers list cost less 10 %

Date of catalog 1/3/03 and labor rate \$69.00 per hour.

1. PROPOSAL # I:	UNIT PRICE FOR ONE
1.1 PRICE OF (1) NEW LOADER/BACKHOE -	<u>\$ 140,680.00 /EACH</u>
2. PROPOSAL # II:	
2.1 PRICE OF (1) NEW LOADER/BACKHOE -	<u>\$ 142,557.00 /EACH</u>
2.2 ADD GUARANTEED MAINTENANCE COST -	<u>\$ 7,000.00 /EACH</u>
2.3 TOTAL BID FOR COMPARSION PURPOSE -	<u>\$ 149,557.00 /EACH</u>
3. PROPOSAL # III:	
3.1 Price Of (1) New Loader/Backhoe	<u>\$ 142,557.00 /EACH</u>
3.2 ADD GUARANTEED MAINTENANCE COST -	<u>\$ 7,000.00 /EACH</u>
3.3 DEDUCT GUARANTEED RESIDUAL VALUE -	<u>\$ 52,639.00 /EACH</u>

RDO EQUIPMENT COMPANY, 2649 N 29TH AVENUE, PHOENIX, AZ 85009

- 3.4 TOTAL FOR BID COMPARISON PURPOSE - \$ 96,918.00 /EACH
4. VENDOR TO STATE MANUFACTURER'S PUBLISHED LIST PRICE AS DESCRIBED IN THESE SPECIFICATIONS: \$ 200,627.18 /EACH
5. TRADE-IN: (MINIMUM OFFER \$50,000.00)
- 5.1 UNIT # 468, 1996 JOHN DEERE 710D LOADER/BACKHOE, SERIAL # T0710DJ82380514, (4,000 HRS. OR LESS) \$ 50,000.00 /EACH
- 5.2 UNIT # 470, 1996 JOHN DEERE 710D LOADER/BACKHOE, SERIAL # T0710DJ822957, (4,000 HRS. OR LESS) \$ 50,000.00 /EACH
- 5.3 UNIT # 471, 1996 JOHN DEERE 710D LOADER/BACKHOE, SERIAL # T0710DJ822729, (4,000 HRS. OR LESS) \$ 50,000.00 /EACH
6. AM/FM RADIO (INCLUDED IN BID PRICE) \$ 464.75 /EACH
7. TWO WHEEL DRIVE (COST DIFFERENCE) \$ < 6,338.30 > /EACH
8. RIDE CONTROL SYSTEM \$ 1,261.00 /EACH
9. FORK ATTACHMENT - JRB, Model 200cuf9649M, with eight (8) tines 48" long, or pre-approved equal. \$ 9,730.00 /EACH
for 710-G pin on style

Manufacturer: John Deere

Manufacturer's Model: 410-G

Delivery (days ARO): 45 to 60

Cut off date for ordering equipment (including options) offered on this contract, "REQUIRED None known

F.O.B. DESTINATION: X Yes No

In addition to this invitation for bids (IFB), a blanket discount is required for parts and service that are not covered by warranty, for the life of the contract (no less than 120 days) at manufacturers list cost less 10 %

Date of catalog 1/2003 and labor rate \$69.00 per hour .

1. PROPOSAL # I: UNIT PRICE FOR ONE
- 1.1 PRICE OF (1) NEW LOADER/BACKHOE - \$ 91,064.00 /EACH
2. PROPOSAL # II:
- 2.1 PRICE OF (1) NEW LOADER/BACKHOE - \$ 92,167.00 /EACH
- 2.2 ADD GUARANTEED MAINTENANCE COST - \$ 5,000.00 /EACH
- 2.3 TOTAL BID FOR COMPARISON PURPOSE - \$ 97,167.00 /EACH
3. PROPOSAL # III:
- 3.1 Price Of (1) New Loader/Backhoe \$ 92,167.00 /EACH
- 3.2 ADD GUARANTEED MAINTENANCE COST - \$ 5,000.00 /EACH

RDO EQUIPMENT COMPANY, 2649 N 29TH AVENUE, PHOENIX, AZ 85009

- | | |
|--|--|
| 3.3 DEDUCT GUARANTEED RESIDUAL VALUE - | \$ 31,582.00 /EACH |
| 3.4 TOTAL FOR BID COMPARISON PURPOSE - | \$ 65,585.00 /EACH |
| 4. VENDOR TO STATE MANUFACTURER'S PUBLISHED LIST PRICE
AS DESCRIBED IN THESE SPECIFICATIONS: | \$ 125,918.10 /EACH |
| 6. AM/FM RADIO (included in bid price) | \$ 427.57 /EACH |
| 7. TWO WHEEL DRIVE (COST DIFFERENCE) | \$ < 4,804.30 > /EACH |
| 8. RIDE CONTROL SYSTEM | \$ 819.65 /EACH |
| 9. PALLET FORK ATTACHMENT - Operating load, tip limited approx. 4454 lb., operating
load hydraulically limited approx. 5072 lb. Tine length min. 46", width 5", thickness 2".
All necessary components not specified in the main bid, to make a fully
operational unit shall be included. | \$ 2,317.50 /EACH |
| | <u>5,038 lbs. max height</u> |
| | <u>7,462 lbs. max reach</u> |
| | <u>9,853 lbs. max capacity</u> |
| 10. HYDRAULIC DRIVEN ROTARY BROOM ATTACHMENT - Overall width approx. 106",
operating width approx. 98.4", operating width at 30° angle left of right approx. 86.6",
broom diameter approx. 27.5", operating weight approx. 858 lb. All necessary
components not specified in the main bid, to make a fully operational unit shall be
included. | \$ 8,988.50 /EACH |
| | <u>JRB</u> |
| 11. MULTI-PURPOSE, FOUR-IN-ONE FRONT BUCKET ATTACHMENT, MIN. 1.25 YD. | \$ 5,987.00 /EACH |
| | <u>JRB</u> |
| 12. MULTI-PURPOSE, FOUR-IN-ONE BUCKET ATTACHMENT WITH FOLD OVER FORKS -
Min. Bucket capacity 1.25 YD. Fork tines shall be min. 42" long, 3.5" wide,
1.6" thick. | \$ 7,342.83 /EACH |
| | <u>JRB with attachment Intl. forks 4"X11/2</u> |
| | <u>"X42"</u> |
| 12. HYDRAULIC DRIVEN HAMMER (REAR ATTACHMENT) - Recommended carrier weight
15,400 to 26,400, working weight approx. 1056, impact frequency 1300 per min., certified
CIMA tool energy 542 J/ft-lb, operating pressure approx. 1885, tool dia min 3". All necessary
components not specified in the main bid, to make a fully operational unit shall be included. | \$ 12,352.95 /EACH |
| | <u>INDECO MODEL MES-1000</u> |
| 12.1 Chisel Tool | \$ 549.00 /EACH |
| 12.2 Moil Tool | \$ 549.00 /EACH |
| 12.3 Spade Tool | \$ 1,271.00 /EACH |
| 12.4 Compacting Plate Tool | \$ 1,225.95 /EACH |
| 13. BRUSH RAKE ATTACHMENT - High back design, width shall be approx. 82", tooth
spacing approx. 12.5", number of tines approx. 7, weight approx. 1125 lb. | \$ 4,358.82 /EACH |

RDO EQUIPMENT COMPANY, 2649 N 29TH AVENUE, PHOENIX, AZ 85009

14. BACKHOE BUCKET:

14.1	12" HEAVY DUTY, APPROX. 1.2 CU/FT	\$ 645.00 /EACH
14.2	16" HEAVY DUTY, APPROX. 3.7 CU/FT	\$ 845.00 /EACH
14.3	30" HEAVY DUTY, APPROX. 8.2 CU/FT	\$ 1,075.00 /EACH
14.4	48" DITCH CLEANING BUCKET	\$ 1,285.00 /EACH

15. MATERIAL HANDLING ARM: Caterpillar, or approved equal. \$ 2,480.00 /EACH
Either 6 Ft. length or 8 Ft. length JRB

Terms:	NET 30
Federal Tax ID Number:	45-0306084
Vendor Number:	450306084
Telephone Number:	602/415-4700
Fax Number:	602/233-0383
Contact Person:	Dan Dickerson
E-mail Address:	ddickerson@rdoequipment.com
Company Web Site:	www.rdoequipment.com
Certificates of Insurance	Required
Performance Bond Required	\$258,114.00
Contract Period:	To cover the period ending February 28, 2004.